

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**S. COURTNEY E. COLLIER,**

**Plaintiff,**

**v.**

**SEI INVESTMENTS COMPANY, TODD  
CIPPERMAN, EDWARD LOUGHIN,  
RICHARD LIEB, KEVIN JOHNSTON,  
KEVIN ROBINS and MARK NAGLE,**

**Defendants.**

**Civil Action No. 02-3574**

**ORDER**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2003, upon consideration of Defendants' Motion for Leave to File a Reply Memorandum in Further Support of its Motion for Summary Judgment, and any responses thereto, it is hereby **ORDERED** that Defendants' Motion is **GRANTED**, and the Clerk shall docket the Reply Memorandum attached to Defendant's Motion at Exhibit 1.

BY THE COURT:

\_\_\_\_\_  
**SAVAGE, J.**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**S. COURTNEY E. COLLIER,**

**Plaintiff,**

**v.**

**SEI INVESTMENTS COMPANY, TODD  
CIPPERMAN, EDWARD LOUGHIN,  
RICHARD LIEB, KEVIN JOHNSTON,  
KEVIN ROBINS and MARK NAGLE,**

**Defendants.**

**Civil Action No. 02-3574**

**DEFENDANTS' MOTION FOR LEAVE TO FILE A REPLY MEMORANDUM  
IN FURTHER SUPPORT OF ITS MOTION FOR SUMMARY JUDGMENT**

Defendants SEI Investments Company ("SEI"), Todd Cipperman, Edward Loughlin, Richard Lieb, Kevin Johnston, Kevin Robins and Mark Nagle (collectively "Defendants"), by their attorneys, Morgan, Lewis & Bockius, LLP, hereby request that this Court enter the attached Order granting Defendants leave to file the attached Reply Memorandum of Law in Further Support of its Motion for Summary Judgment. In support of the foregoing, Defendants aver as follows:

1. Defendants filed their Motion for Summary Judgment on May 19, 2003.
2. Plaintiff's Opposition to Defendants' Motion for Summary Judgment, filed on June 5, 2003, contains many assertions that are unsupported by any record facts or are otherwise erroneous. In addition, many of the arguments in Plaintiff's Opposition are premised upon Plaintiff's position that she timely responded to Defendants' First Requests for Admissions, and therefore that the facts in those Requests are not deemed admitted. As set forth in detail in Defendants' Opposition to Plaintiff's Motion for Withdrawal or Amendment of Admissions,

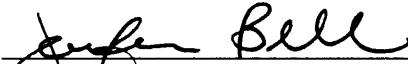
Defendants' Requests should be deemed admitted because Plaintiff's Answers to Defendants' Requests for Admissions were both untimely and insufficient under Federal Rule of Civil Procedure 36.

3. Defendants' Reply Memorandum of Law in Further Support of its Motion for Summary Judgment (attached hereto at Exhibit 1) is narrowly focused and specifically addresses the issues raised in Plaintiff's Response.

4. Defendants are now seeking relief to file their Reply Memorandum in Support of their Motion for Summary Judgment and respectfully requests that this Court grant their Motion in order to respond to certain arguments set forth by Plaintiff.

**WHEREFORE**, for all the foregoing reasons, Defendants respectfully request that the Court grant their Motion for leave to file a Reply Memorandum of Law in Further Support of their Motion for Summary Judgment.

Respectfully submitted,

  
MICHAEL L. BANKS (PA ID NO. 35052)  
JENNIFER C. BELL (PA ID NO. 81045)  
MORGAN, LEWIS & BOCKIUS LLP  
1701 Market Street  
Philadelphia, PA 19103  
215.963.5387/5186

Dated: June 18, 2003

**CERTIFICATE OF SERVICE**

I, Jennifer Calabrese Bell, hereby certify that a true and correct copy of Defendants' Motion for Leave to file a Reply Memorandum in Support of Motion for Summary Judgment, has been served via hand delivery this 18th day of June, 2003, upon the following:

Alan B. Epstein, Esquire  
Seven Penn Center  
1635 Market Street, 7<sup>th</sup> Floor  
Philadelphia, PA 19103

  
\_\_\_\_\_  
JENNIFER CALABRESE BELL

# **EXHIBIT 1**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**S. COURTNEY E. COLLIER,**

**Plaintiff,**

**v.**

**SEI INVESTMENTS COMPANY, TODD  
CIPPERMAN, EDWARD LOUGHLIN,  
RICHARD LIEB, KEVIN JOHNSTON,  
KEVIN ROBINS and MARK NAGLE,**

**Defendants.**

**Civil Action No. 02-3574**

**DEFENDANTS' REPLY BRIEF IN SUPPORT  
OF THEIR MOTION FOR SUMMARY JUDGMENT**

On May 19, 2003, Defendants SEI Investments Company ("SEI"), Todd Cipperman, Edward Loughlin, Richard Lieb, Kevin Johnston, Kevin Robins and Mark Nagle (collectively "Defendants") moved for summary judgment in the above captioned action on all counts of Plaintiff's Complaint. Plaintiff's claims in this matter arise from her assertions that Defendants discriminated against her on the basis of her race and/or gender and retaliated against her for filing an internal complaint of discrimination by denying her a promotion, transferring her to a new position and ultimately terminating her employment with SEI. As set forth in Defendants' Motion for Summary Judgment, Plaintiff's own admissions<sup>1/</sup> in this matter, by themselves, largely preclude her claims of discriminatory/retaliatory transfer, termination and failure to promote. In

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<sup>1/</sup> As set forth in detail in Defendants' Opposition to Plaintiff's Motion for Withdrawal or Amendment of Admissions, notwithstanding Plaintiff's assertion that Plaintiff timely served responses to Defendants' Requests for Admissions, there are serious questions about whether Plaintiff's contentions in this regard are credible. Accordingly, because Plaintiff likely failed to provide timely responses and the responses that were eventually provided did not meet the basic criteria of Rule 36, all of the facts set forth in Defendants' Requests for Admissions should be deemed admitted.

addition, Plaintiff has not established the causal connection necessary to maintain her retaliation claims. Despite Plaintiff's attempts to bootstrap her retaliatory discharge claim onto her retaliatory demotion claim, Plaintiff cannot hold Defendants responsible for a wholly unintended and unanticipated consequence of their decision to transfer her to a position which provided her with the same benefits and salary as her prior position. In other words, even if this Court finds that there are factual disputes as to Plaintiff's claims relating to her tenure in the legal department and her transfer into a business position in July 2000, such disputes do not open to scrutiny the undisputed facts relating to her termination in an April 2002 reduction in force.

In her Opposition to Defendants' Motion for Summary Judgment, Plaintiff has failed to show that any genuine issue of material fact exists as to any of her claims or that Defendants are not entitled to judgment as a matter of law. Indeed, Ms. Collier is unable to adduce any facts that support her position that the employment decisions at issue were motivated by race or gender discrimination or by retaliation. Plaintiff conveniently ignores many of Defendants' arguments, leading to the conclusion that she is unable to rebut Defendants' numerous bases for dismissing her claims. Instead, Ms. Collier relies on speculation and conclusory statements as substitutes for the facts she lacks to establish the most basic elements of her claims. Plaintiff's efforts are simply insufficient to survive summary judgment. Accordingly, Defendants respectfully request that the Court grant summary judgment in their favor and dismiss Plaintiff's claims in their entirety.

## II. ARGUMENT

In their Statement of Undisputed Facts and Memorandum of Law in Support of Their Motion for Summary Judgment, Defendants set forth in detail the multitude of deficiencies in Plaintiff's claims. In her Opposition, Plaintiff concedes that she has an insufficient basis for her claims for a hostile work environment and a failure to promote her to the position of Head of Operations, Mutual Funds. (See Pls. Mem. of Law, at p. 5, Pls. Counter-Statement of Facts, at p. 12). Accordingly, the remaining claims at issue relate to Plaintiff's application for the position of

Director of Workforce Development, her transfer to a position as Vendor Manager and her termination as part of a reduction in force that was implemented almost two years after her transfer out of the Legal Department.<sup>2/</sup> As set forth below, none of the conclusory allegations made in Plaintiff's Opposition to Defendants' Motion for Summary Judgment change the fact that Plaintiff has admitted crucial facts that preclude the great majority of her claims. Moreover, as

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2/ Plaintiff's Opposition does not directly address the issue of whether Plaintiff is still attempting to bring an independent claim for unequal pay. In fact, her own affirmative admission that "her salary during her employment with SEI was appropriate, in light of her skills and experiences" leaves no hope for an unequal pay claim. (See Plaintiff's Answers to Defendants' Requests for Admission, attached hereto as Exhibit A, No. 2). In addition, and as set forth in detail in Defendants' Memorandum of Law, Plaintiff cannot maintain such a claim because of her inability to demonstrate that similarly situated male and/or white employees were compensated at a higher rate for "substantially equal" work. See Aman v. Cort Furniture Rental Corp., 85 F.3d 1074, 1087 (3d Cir. 1996). Although Plaintiff makes the conclusory allegation that "...Cipperman gave me salary increases which were lower than the Caucasian and male employees who were similarly situated to me and denied me fringe benefits including stock options and selection to attend president's club," she makes no attempt to refute the cases cited by Defendants regarding her burden to come forth with specific evidence. (See Affidavit of Courtney Collier, attached hereto as Exhibit B, at ¶ 11). The conclusory use of the term "similarly situated" does not come close to showing with facts that her "employment situation [is] nearly identical to those of the ...employees whom he alleges were treated more favorably." Miller v. Delaware, Dep't of Probation and Parole, 158 F. Supp.2d 406, 411 (D. Del. 2001). Plaintiff still has not identified a single person who was paid more than she, and whose position was "substantially equal." Plaintiff certainly cannot rescue her unequal pay act claim by relying upon a company wide confidential compensation analysis performed by SEI before June of 1999, at a time when by Plaintiff's own admission she was satisfied with the treatment she was receiving in the Legal Department and with her salary. (See Deposition of Courtney Collier ("Collier dep."), attached hereto as Exhibit C, at 122-128, 270-273). As discussed in detail in Defendants' Motion in Limine, the compensation analysis simply provides broad titles and salaries of various SEI employees: it neither establishes that any of the individuals from the legal department are "similarly situated" to Plaintiff nor accounts for important variables such as prior work experience, levels of responsibility, skill, and level of performance. See Ogden v. Keystone Residence, 226 F.Supp. 2d 588, 603 (M.D. Pa. 2002) (Plaintiff could not make out *prima facie* case unequal pay claim under Title VII where Plaintiff admitted that she had no knowledge of comparative employee's prior experience or other facts and thus could not establish comparator was "similarly situated").

before, Plaintiff cannot articulate a sufficient reason why she believes that any of the decisions at issue were made because of her race or gender. (See Collier dep., at 118-119).<sup>3/</sup>

Instead, Plaintiff relies heavily on her unsupported generalization that Defendants had a discriminatory motive because of “the overwhelming evidence establishing that the ... mistreatment of Collier was part of a pattern and practice of SEI’s discriminatory actions against female and African American employees...” Of course, Plaintiff has offered no such evidence.<sup>4/</sup> Similarly, her attempt to establish the causal connection between her internal complaint and her termination almost two years later, is wholly insufficient.

**A. Ms. Collier Cannot And Did Not Adduce Any Evidence To Prove That She Was Better Qualified Than Alice Lindenauer For The Workforce Development Director Position.**

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Assuming that Plaintiff can establish a *prima facie* case of race<sup>5/</sup> discrimination as to her application for the position of Director of Workforce Development, Plaintiff has not set forth any facts to refute Defendants’ legitimate non discriminatory reason for selecting Ms. Lindenauer for the position. Without citation, Plaintiff asserts that “Collier was far more suited for that position than the vendor manager position and was more qualified than Lindenauer.” (See Pls. Mem. of

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- 3/ Plaintiff cannot formulate a theory as to why she thinks the numerous criticisms of her performance by every one of her superiors at SEI were based on her race or gender, other than her unsupported assertions that Cipperman “treated me different from my white colleagues,” and that her “compensation was a lot less than women similarly situated in the Legal Department.” See Collier dep., at pp. 118-119.
- 4/ As discussed in detail in Defendants’ Motion in Limine, for a variety of reasons, Plaintiff’s “evidence” relating to the theme of events during SEI’s Leadership Club trips, the composition of SEI’s Vision Task Force and invitees to SEI’s Leadership Club, and a Confidential Compensation Analysis is not probative of Plaintiff’s claims and should be excluded.
- 5/ Defendants assume that Plaintiff’s promotion claim is based only on her race, as a woman was ultimately selected for the Workforce Development job. This would preclude Plaintiff from establishing the fourth prong of *prima facie* case: that “non members of the class were treated more favorably.” Ezold v. Wolf, Block, Schorr and Solis-Cohen, 983 F.2d 509, 522 (3d Cir. 1992), cert. denied, 510 U.S. 826 (1993).

Law, at p. 18). None of Plaintiff's conclusory statements regarding her qualifications can overcome the admission that Ms. Lindenauer was qualified for the job, and that Plaintiff's qualifications were not superior to Ms. Lindenauer's. (See Defendants' First Requests for Admissions, attached hereto as Exhibit D, Nos. 18, 19).<sup>6/</sup> Given these admissions, Plaintiff cannot come close to establishing that Defendants' legitimate non discriminatory reason was a pretext for race discrimination.

Plaintiff's claim that SEI retaliated against her by selecting Ms. Lindenauer for the Director of Workforce Development position is even weaker than her discriminatory failure to promote claim. As with her discrimination claim, Plaintiff's retaliation claim is foreclosed by the same admissions based on her failure to respond on a complete and timely basis to Defendants' Rule 36 Request. In addition, Plaintiff has not established a *prima facie* case of retaliation because she has proffered no facts to establish the necessary causal connection between her internal complaint and SEI's selection of Ms. Lindenauer for the position. To the contrary, Plaintiff has not even cited a single fact showing that any person who was involved in the decision to select Ms. Lindenauer for the position even knew that she had filed an internal complaint of discrimination. Accordingly, Plaintiff's discriminatory and retaliatory promotions claims should be dismissed with prejudice.

**B. Ms. Collier's Admissions That She Requested To Leave the Legal Department And That Her Transfer To A Vendor Management Position Was Not A Demotion Preclude Her Claims For Discriminatory or Retaliatory Demotion.**

As with Plaintiff's failure to promote claim, Plaintiff's demotion claim is foreclosed by two critical admissions regarding the circumstances relating to her transfer to the Vendor

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<sup>6/</sup> If, as Defendants have argued, the Requests for Admissions are deemed admitted as a result of Plaintiff's untimely and non-compliant responses, then there is no legitimate dispute as to the selection of Ms. Lindenauer.

Management position. First, as Plaintiff cannot deny in light of her failures under Rule 36, her reassignment to the Vendor Manager position was not a demotion. (See Defendants' First Requests for Admissions, No. 15). Indeed, her transfer did not result in any reduction in her salary or benefits. Under these circumstances, Plaintiff cannot establish a *prima facie* case of race or gender discrimination, because she has not suffered any adverse employment action. See Robinson v. Pittsburgh, 120 F.3d 1286, 1300 (3d Cir. 1997).

In her Opposition, Plaintiff points to the lack of legal work in the Vendor Manager position, the loss of her title of Vice President and the location of the Vendor Manager position outside from corporate headquarters as evidence that the transfer was in fact a demotion. (See Pls. Mem. of Law, at p. 17). Ms. Collier also claims that she was subjected to "humiliating" requirements such as having to account for her attendance, but she does not provide any support for her conclusory assertion that "This type of action was not taken against any of the male and white employees" who worked in the same building. (See Pls. Mem. of Law, at p. 18). Even if Plaintiff had suffered an adverse employment action sufficient to establish a *prima facie* case of discrimination or retaliation, Defendants have articulated a legitimate non discriminatory reason for her transfer – Ms. Collier's repeated requests to leave the Legal Department. Ms. Collier's admission – again, based on her Rule 36 failures – that the reassignment was a direct result of her expressed unwillingness to continue working in SEI's Legal Department precludes her from establishing that Defendants' legitimate nondiscriminatory reason for the transfer was a pretext for discrimination or retaliation. In fact, Ms. Collier told several individuals that she wished to leave the Legal Department both orally and in writing, including Kevin Johnston, Mark Nagle and Todd Cipperman. (See Letter from C. Collier to K. Johnston dated July 12, 2000, attached hereto as Exhibit E; Deposition of Mark Nagle ("Nagle dep."), attached hereto as Exhibit F, at 30; Deposition of Todd Cipperman ("Cipperman dep."), attached hereto as Exhibit G, at 96-97). Having requested a transfer, and having been granted one to a lateral position with identical pay

and benefits, Ms. Collier cannot claim retaliation merely because the position was not ideal in her subjective opinion.

**C. Plaintiff Has Offered No Evidence That The Reduction In Force That Eliminated Her Department Was A Pretext For Race Or Gender Discrimination, Nor Can She Establish Any Causal Connection Between Her Internal Complaint And The Later Reduction In Force.**

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In her Opposition, Plaintiff suggests weakly that her termination was the result of discrimination on the basis of her race or gender. She does not deny that there was an economic reduction in force that resulted in the elimination of her department, and the termination of both Vendor Managers, as well as numerous other SEI employees. In fact, Plaintiff has never come forward with any evidence that her termination was motivated by discrimination, or that the decision-maker on the termination claim was biased.<sup>7/</sup>

Nevertheless, Plaintiff continues to maintain that her termination, which she admitted was the result of a reduction in force, is retaliatory and somehow connected to her filing of an internal complaint of discrimination almost two years before her termination. In order to maintain any retaliation action, Plaintiff must establish that “a causal link exists between her protected activity and [SEI’s] adverse action.” Farrell v. Planters Lifesavers Co., 206 F.3d 271, 279 (3d Cir. 2000). As set forth in detail in Defendants’ Memorandum of Law, the mere time lapse between Plaintiff’s protected activity and her termination weakens Plaintiff’s ability to establish a causal connection.<sup>8/</sup> The greater obstacle, however, is the absence of any nexus between the transfer in July 2000 and the much later reduction in force in April 2002.

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<sup>7/</sup> In any event, as discussed below with respect to her retaliation claim, Plaintiff’s ability to challenge Defendants’ legitimate non discriminatory reason for her termination is severely limited by her admissions regarding her termination and the reduction in force.

<sup>8/</sup> See, e.g., Johnson v. Souderton Area Sch. Dist., No. Civ. A. 95-7171, 1997 WL 164264, at \*7-8 (E.D. Pa. Apr. 1, 1997) (finding time periods of four and nine months between protected activity and alleged adverse actions too large to establish causal nexus); Woods (continued).

Essentially, Plaintiff contends that because she believes her transfer to the Vendor Manager position was retaliatory, any employment actions taking place after that transfer are also retaliatory, regardless of whether there was any linkage. See Pls. Mem. of Law at p. 30 (“Collier was transferred to this “eliminated” position in the first place in retaliation for her complaints and would not have been terminated had she not been transferred out of the legal department.”). Even assuming, arguendo, there was some basis to treat the July 2000 transfer as retaliatory, the assertion that any subsequent employment action, no matter how far removed, is also retaliatory, strains credibility.

The record evidence is that the decision to transfer Ms. Collier to the Vendor Manager position was made by Todd Cipperman, Kate Stanton and Kevin Johnston. (See Cipperman dep., at 98). Mr. Nagle was simply asked by Rick Lieb if he would be willing to hire Ms. Collier into the position of Vendor Manager. Based upon Ms. Collier’s previous indications to Mr. Nagle that

v. Bentsen, 889 F. Supp. 179, 187 n. 15 (E.D. Pa. 1995) (“[C]ourts generally hold that if at least four months pass after the protected action without employer reprisal, no inference of causation is created.”). In her Opposition, Plaintiff contends that to meet the causation requirement she “is only required to establish that defendants had reason to know of her protected activities before the adverse actions occurred.” (See Pls. Mem. of Law, at p. 25 (citing Azzaro v. County of Allegheny, 110 F.3d 968, 973-75 (3d Cir. 1997))). In fact, much more is required to establish causation, particularly in this context. Azzaro held that where there was significant evidence that Defendants had put Plaintiff on a “hit list” following her protected activity and were planning throughout to terminate her employment, the lack of temporal proximity between the activity and the adverse employment action was not determinate. Azzaro, 110 F.3d at 974. Plaintiff, in contrast, cannot point to any evidence that Defendants planned to terminate her employment throughout the period that she was employed as a Vendor Manager. Instead, she points to her own actions during that period to support causation, asserting that Defendants’ “antagonism” was “apparently refueled by her accusatory emails, internal and external filings and a private mediation...” (See Pls. Mem. of Law, at p. 27). Plaintiff has never alleged the Mark Nagle, the undisputed decisionmaker as to her termination, plotted to compromise her position as a Vendor Manager. In fact, Plaintiff testified that the only dispute she had with Mr. Nagle related to his participation in a promotion decision that is no longer at issue in this case, and his alleged agreement to accept her into his organization when she was being transferred from the legal department. (See Collier dep., at 219). Such conduct by Mr. Nagle does not reflect hostility or animus, or an impermissible motive.

she wanted to find a position outside of the legal department, Mr. Nagle believed that Ms. Collier had requested the transfer to the Vendor Manager position. (Nagle dep., at 45-46). He was unaware at the time that Ms. Collier had ever complained internally. (Id.).

After Plaintiff transferred out of the Legal Department, she no longer reported to Defendants Cipperman and Robins, the General Counsel and predecessor General Counsel to whom she reported in the Legal Department. Instead, she was in a business position in a unit that was run by Mr. Nagle, a Senior Vice President. Plaintiff does not allege that Mr. Nagle was controlled or influenced by Mr. Robins or Mr. Cipperman, or by any other Defendant. In fact, he was not, and he operated independently of Mr. Robins and Mr. Cipperman. As Mr. Nagle explained without contradiction, his decision to terminate Ms. Collier and the other Vendor Manager was based strictly on business considerations, in the face of broader workforce reductions at SEI. (See Nagle dep., at 52-54, 58-59; Declaration of Mark Nagle, attached hereto as Exhibit H, at ¶ 6).

Under these circumstances, the contention that Mr. Nagle's decision to terminate Ms. Collier's employment was in any way part of a continuing retaliation against her for filing an internal complaint is untenable. Accordingly, Plaintiff cannot establish the necessary causal connection to meet her *prima facie* case.

Moreover, even if Plaintiff could make out a *prima facie* case of retaliatory discharge, her termination claim is untenable because she cannot dispute SEI's legitimate non discriminatory reason for terminating her employment. Plaintiff has admitted that her employment was terminated as a result of a reduction in force, which resulted in the elimination of her department. In her Opposition, Plaintiff refers obliquely to a "convenient restructuring," and claims that the facts relating to Defendants' legitimate non discriminatory reason for her termination are filled with "contradictions and discrepancies." (See Pls. Mem. of Law at p. 18). However, Plaintiff points to no facts which cast any doubt of Defendants' proffered reason for Plaintiff's

termination, especially in light of Plaintiff's admissions in this regard. Plaintiff claims that the reduction in force is suspect because "only two people were laid off." (See Pls. Mem. of Law, at p. 14). This assertion mischaracterizes the record evidence. The reduction in force involved the termination of several dozen employees. (See Cipperman dep., at p. 141). In fact, as Mark Nagle testified, Plaintiff's department was eliminated in the reduction in force and no one in Plaintiff's department has been rehired. (See Nagle dep., at pp. 53-56; Declaration of Mark Nagle, at ¶ 6).

Plaintiff's unsupported speculation does not come close to the evidence necessary to refute Defendants' legitimate non discriminatory reason. To survive summary judgment, a plaintiff must rather "demonstrate such weaknesses, implausibilities, inconsistencies, incoherencies, or contradictions in the employer's proffered legitimate reasons for its action that a reasonable fact finder could rationally find them unworthy of credence, and hence infer that the employer did not act for the asserted non-discriminatory reasons." Fuentes v. Perskie, 32 F.3d 759, 763-65 (3d Cir. 1994) (citations omitted) (emphasis added). A plaintiff "must show . . . not merely that the employer's proffered reason was wrong, but that it was *so plainly wrong* that it cannot have been the employer's real reason." Keller v. Orix Credit Alliance, Inc., 130 F.3d 1101, 1109 (3d Cir. 1998) (emphasis added). Here, Plaintiff has failed to make such a showing.

### III. CONCLUSION

For the forgoing reasons, Defendants respectfully request that the Court grant their Motion for Summary Judgment and dismiss the Complaint of Plaintiff Courtney Collier with prejudice.

Respectfully submitted,

  
 MICHAEL L. BANKS  
 JENNIFER CALABRESE BELL  
 MORGAN, LEWIS & BOCKIUS LLP  
 1701 Market Street  
 Philadelphia, PA 19103-2921  
 215.963.5387/5186

Dated: June 18, 2003

# EXHIBIT A

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**S. COURTNEY E. COLLIER** : **CIVIL ACTION**

Plaintiff, :  
v. :  
**SEI INVESTMENTS COMPANY, et. al.** :  
:

**Defendants.** : **No. 02-3574**

**PLAINTIFFS ANSWERS TO DEFENDANTS' REQUESTS FOR ADMISSIONS**

- 1-3. Admitted
- 4. Denied
- 5. Denied
- 6. Admitted
- 7-12. Denied
- 13. Admitted
- 14. Admitted
- 15. Denied
- 16. Admitted
- 17-20. Denied
- 21. Admitted
- 22. Denied
- 23. Denied
- 24-29. Admitted

30. **Denied**

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**Alan B. Epstein**  
**SPECTOR GADON & ROSEN**  
**1635 Market Street, 7<sup>th</sup> Floor**  
**Philadelphia, PA 19103**  
**(215) 241-8888**

**DATED: April 24, 2003**

**VERIFICATION**

I, Alan B. Epstein, hereby state that I have been authorized to take the following verification on behalf of my client, S. Courtney E. Collier and verify that the foregoing Answers to Defendants' Requests for Admissions are true and correct to the best of my personal information, knowledge and belief.

I further understand that the statements made therein are subject to the penalties of 18 Pa.C.S.A. §4904 relating to the unsworn falsification of authorities.

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Alan B. Epstein

DATED: April 24, 2003

# **EXHIBIT B**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

S. COURTNEY E. COLLIER,

Plaintiff,

v.

Civil Action No. 02-3574

SEI INVESTMENTS COMPANY, TODD  
CIPPERMAN, EDWARD LOUGHIN,  
RICHARD LIEB, KEVIN JOHNSTON,  
KEVIN ROBINS and MARK NAGEL,

Defendants.

**AFFIDAVIT OF S. COURTNEY E. COLLIER, ESQUIRE**

S. Courtney E. Collier, Esquire, being duly sworn, hereby deposes and states as follows:

1. I am the Plaintiff in the civil action of *Collier v. SEI Investments Company* ("SEI"), *Todd Cipperman* ("Cipperman"), *Edward Loughlin* ("Loughlin"), *Richard Lieb* ("Lieb"), *Kevin Johnston* ("Johnston"), *Kevin Robins* ("Robins"), and *Mark Nagle* ("Nagle"), (Civil Action No. 02-3574) which was filed in the United States District Court in the Eastern District of Pennsylvania.
2. At the time of my hire in 1998, Lori White ("White") was my immediate supervisor. In the or about the spring of 1999, Kevin Robins, Esquire ("Robins"), who was then the General Counsel and Senior Vice-President, served as my immediate supervisor for a short time. Ms. White never unfairly criticized my work performance and verbally complemented the work I had completed in the area of the Roth IRA. Mr. Robins was pleased with my performance and provided me with positive feedback regarding my performance.

3. Additionally, during my evaluation in May or June of 1999, Robins informed me that he had spoken with my clients who were pleased with my performance.

4. Further, Joseph Ugobia ("Ugobia") who was the Managing Director of SEI's European operations, was so pleased with my work that he advised me that he would be interested in hiring me for the position of Director of Operations for a joint venture which was in the works with a French company. This was exciting to me since the position would utilize my abilities as a lawyer, promote me to a high level administrative position within the ranks of SEI and permit me to employ my fluency in the French language.

5. Todd Cipperman ("Cipperman") became the General Counsel in approximately January of 2000, but was transitioning into this role beginning in the fall of 1999.

6. Cipperman subjected me to discriminatory treatment based on both my race and gender which included, but was not limited to, persistent and frequent unwarranted criticisms and degrading conduct. An example of his frequent discriminatory conduct is the time during a presentation to the legal team regarding the Roth IRA, he continually questioned me regarding issues unrelated to the topic in order to make me appear incompetent.

7. Cipperman also berated me in front of other employees and criticized my legal ability through e-mails which he unnecessarily and improperly published to the entire legal department.

8. Cipperman often raised his voice while publically and privately speaking to me and overloaded me with another attorney's work without providing me any assistance, despite my request for the same.

9. Cipperman did not treat the Caucasian female attorneys in the department or the male attorneys in a similar manner.

10. Cipperman additionally harassed Cynthia Parish, who was another African-American female attorney in the group, and indicated to her at one point that he was going to hire a Compliance Attorney who would report to her on compliance matters, but he would pay the attorney reporting to her more than he would pay her as the supervisor.

11. Moreover, Cipperman gave me salary increases which were lower than the Caucasian and male employees who were similarly situated to me and denied me fringe benefits including stock options and selection to attend the President's Club.

12. As a result of the above, I complained to Mr. Cipperman's supervisor, Kevin Robins as early as January 2000 and complained to the person in charge of SEI's Human Resource function, Kevin Johnston, both verbally and in writing averring that Cipperman's actions were based upon my race and gender.

13. Notwithstanding my complaints, the Defendants failed to take any remedial action and instead subjected me to retaliation which included demoting me to a non-legal position out of the legal department as a Vendor Manager.

14. Further, the person selected to conduct an investigation into my complaints (executive Edward Loughlin), neglected his duties and undertook only to discredit my performance rather than inquire into my allegations.

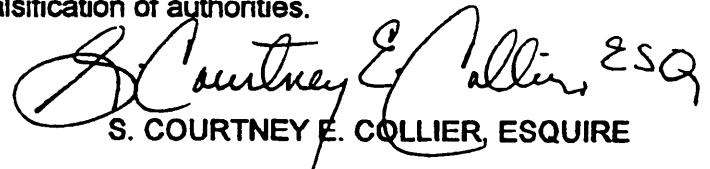
15. Mr. Loughlin did not perform a thorough investigation only briefly speaking to me on one occasion and never asking me to provide any witnesses regarding my allegations of discrimination.

16. Up until the time of my termination, I repeatedly complained about my removal to the position of Manager of Vendor Programs which I aver was a demotion because I was: moved out of the legal department and lost my status as an attorney; moved to a remote location three miles from company headquarters; and made to perform work under individuals with less credentials than me. My complaints went unaddressed.

17. Subsequent to my complaints of discrimination to Robins and Johnston, my effort to obtain an acceptable position as the Director of Workforce Development was unjustifiably rejected and the Defendants discriminatorily selected a candidate with lesser qualifications.

18. After my transfer and during the pendency of my administrative charges of discrimination and during the process of mediating these matters before former Federal Judge Edward Cahn, the position of Manager of Vendor Programs was eliminated and I was terminated from employment. My employment would not have been terminated if the Defendants transferred me to an established position as opposed to a newly created position which they should have known would have been dissolved. Additionally, no efforts were taken by SEI to permit my transfer to another position with the company that was not being eliminated.

19. I declare under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief. I understand that the foregoing statements are made subject to the penalties of 28 U.S.C. §1746 and 18 Pa. C.S.A. §4904 relating to the unsworn falsification of authorities.



S. COURTNEY E. COLLIER, ESQUIRE

Dated: June 4, 2003

# EXHIBIT C

S. COURTNEY E. COLLIER

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1 gender and race?

2 A. Anything else other than what I have already told  
3 you?

4 Q. Yes.

5 A. Well --

6 Q. No, no. That's actually not what I'm asking.

7 I'm not asking whether there's anything else beyond  
8 what you've told me.

9                   What I'm asking is, what makes you believe  
10 that was because of your gender, or the combination of  
11 your gender and race?

12 A. Again, because he treated me differently from my  
13 white colleagues.

14 Q. But let's put aside race for a moment.

15 A. Okay.

16 Q. Just focus on gender. There were other women in  
17 the group, right?

18 A. Um-hum. That's right.

19 Q. You felt he treated you worse then he treated  
20 other women in the group, correct?

21 A. Yes.

22 Q. Okay. Do you believe your gender was a factor in  
23 him treating you worse than other women in the group?

24 A. Yes, I do.

S. COURTNEY E. COLLIER

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1 Q. What leads you to believe your gender is a  
2 factor?

3 A. Because I -- my compensation was a lot less than  
4 women similarly situated in the Legal Department.

5 Q. Okay.

6 Why does that indicate to you that  
7 Mr. Cipperman discriminated against you based on your  
8 gender?

9 A. Again, they -- they were compensated on a higher  
10 level than I was. They were given --

11 Q. Who --

12 A. I'm sorry. Go ahead.

13 Q. Go ahead.

14 A. No, that's fine.

15 Q. Who set your compensation initially?

16 A. Kevin Robins.

17 Q. Am I correct you only reported to Mr. Cipperman  
18 for six or seven months?

19 He became general counsel in early 2000.

20 And you were moved out of the Legal Department in July  
21 of 2000 --

22 A. Um-hum.

23 Q. -- right?

24 A. That's right.

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1 hear. And he told me he didn't really want to hear  
2 what Todd had done.

3 He wanted to know what day I was going to  
4 leave. He wanted me to give him a day. He said I  
5 could wait and tell him overnight, but he wanted to  
6 know what day I was going to leave.

7 Q. This was in the spring or summer of 2000, after  
8 you had complained internally, right?

9 A. Yes.

10 Q. At that point, Mr. Robins was no longer in the  
11 Legal Department; is that correct?

12 A. That's right.

13 Q. You started at SEI in 1998?

14 A. Yes.

15 Q. February of '98, correct?

16 A. Yes.

17 Q. Mr. Robins was general counsel at that time?

18 A. Yes.

19 Q. And you reported directly to Mr. Robins for about  
20 two years?

21 A. Yes.

22 Q. During that time, did Mr. Robins say or do  
23 anything that you believe reflected discrimination  
24 against you, because of your race or gender or both?

S. COURTNEY E. COLLIER

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1 A. I don't recall.

2 Q. Did he say or do anything during that time, that  
3 you considered to be unfair or irrational towards you?

4 A. Well, you know, I don't remember everything he  
5 said over the years. So I don't know if it was  
6 irrational or unfair. I mean, I don't --

7 Q. Sitting here today, can you look back and think  
8 of anything that Mr. Robins said or did that was  
9 directed at you, that you felt was irrational or  
10 unfair?

11 A. There was one instance where he -- I was asked  
12 when I first came on as a temp to become an expert in  
13 the Roth IRA, and asked to pull together a manual. And  
14 that was it, because no one else -- there was no --  
15 they had no resident expert. And so I started doing  
16 that.

17 And after I finished with the manual, I  
18 presented it to the legal group.

19 And this is another time when Todd totally  
20 picked me apart in the meeting.

21 And Kevin Robins afterwards, said he thought  
22 it was a really good product. That we might be able to  
23 sell it to our clients.

24 And I presented it to another group -- and I

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1 don't remember the name of the group. It was a group  
2 that actually wanted the document.

3 But they wanted it months before I, you  
4 know, came on board. And when they saw it, they were  
5 like, you know, this is great, but this is so late.  
6 It's too late, you know, for us to be -- to present  
7 this to clients, and we wanted this months ago. This  
8 isn't going to help us now.

9 So after that, Kevin said, you know, this  
10 isn't what they need. You should have made it much  
11 more succinct.

12 And I said, okay, but I thought that you  
13 liked it.

14 And he said, well, this isn't what you --  
15 you made it too complicated.

16 So I said, okay, I'll go back to the drawing  
17 board. And I did. And eventually they liked it, but  
18 they said they still felt that it was months too late.

19 And Kevin -- and after that, you know, Kevin  
20 said, you know, Courtney, you need to -- you should  
21 have made this more succinct or something like that, to  
22 begin with or something.

23 I said, I had no directions. And you told  
24 me it was good. And, you know --

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1                   So I just felt that was a little irrational,  
2 but --

3 Q.        But you don't think was racial or --

4 A.        No.

5 Q.        -- gender discrimination?

6 A.        No.

7 Q.        You felt that he had behaved irrationally by  
8 changing his assessment of your work after the business  
9 people spoke up?

10 A.       Yes.

11 Q.        Is there anything else you can think of that he  
12 said or did, that was irrational or unfair towards  
13 you --

14 A.       Not right now.

15 Q.        -- during the time that he was your superior?

16 A.       Right. Not right now, except what I said before  
17 with the -- asking me to leave instead of investigating  
18 the situation.

19 Q.        Was it your understanding that Mr. Robins was the  
20 one who determined your initial salary?

21 A.       That's my understanding. He was the general  
22 counsel.

23 Q.        Do you know anyone else who was involved in that  
24 process?

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1 A. I don't know.

2 Q. Do you think that Mr. Cipperman continuing to  
3 approve the salary that Mr. Robins had established for  
4 you, was discriminatory?

5 A. You mean the fact that I didn't get a raise?

6 Q. Yes.

7 A. I felt that the fact that other people made a lot  
8 more than I was making was discriminatory.

9 Q. That pattern was established by Mr. Robins,  
10 wasn't it?

11 A. No.

12 The initial salary was established by  
13 Mr. Robins.

14 Q. Mr. Robins set your salary for 1998, when you  
15 first became a full-time employee, correct?

16 A. Correct.

17 Q. He set your salary again in 1999?

18 A. Yes.

19 Q. Did he increase it?

20 A. Yes.

21 Q. Then who set your salary for the year 2000?

22 A. I don't remember.

23 Q. Do you have reason to believe that Mr. Cipperman  
24 was involved in any way in determining what your base

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1 salary would be for the year 2000?

2 A. I have no idea.

3 Q. Do you have any reason to believe that  
4 Mr. Cipperman was involved in setting your base salary  
5 for the years 2001 and 2002?

6 A. I have no idea.

7 Q. Do you have any reason to believe he was involved  
8 in your bonus for 2001?

9 A. I have no idea.

10 Q. How about for 2000?

11 A. I don't know.

12 Q. Sitting here today, is there any decision that  
13 you can point to Mr. Cipperman having made over your  
14 compensation, at any time?

15 A. Again, I don't know what kind of influence Todd  
16 had over what I was making. I don't know.

17 Q. Getting back to Mr. Robins, are you saying then  
18 that the first thing that he did that you felt was  
19 discriminatory was during the period when you and he  
20 talked after he had moved out of the Legal Department?

21 A. Right now, that's what I -- I remember.

22 Q. And you've described him as urging you to leave  
23 SEI; is that right?

24 A. Yes.

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1 Q. What about Mr. Robins' conduct or statements at  
2 that time leads you to believe that he was biased  
3 against you because of your race or gender or both?

4 A. Well, the fact that, you know, I explained to him  
5 what was going on. And from my perspective, it was  
6 clear that it was discriminatory. I explained to him  
7 that that's what I thought. And despite that, he  
8 didn't bother to investigate or anything.

9 So that's what made me feel that this is a  
10 man that really doesn't care, but let me just say there  
11 are two other instances that I forgot.

12 When we decided to take on government  
13 contracts and we needed a -- an affirmative action  
14 coordinator, I told Kevin Robins, because he wanted me  
15 to get involved -- actually, Kate Stanton first asked  
16 me to get involved.

17 And I worked with her on the plan, and with  
18 the outside counsel in charge of that. We needed a  
19 coordinator.

20 So I told Kate and Kevin that, you know, I  
21 would be happy to do it. I was already working on  
22 employment issues.

23 And Kevin said, no. I am going to give that  
24 job to Michelle Beaudry, who was a recent graduate, no

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1 A. No, nothing other than what I just told you.

2 Q. Again, other than Mr. Nagle hiring you for the  
3 Vendor Management job, and his selection of Mr. Fogdo  
4 instead of you for the mutual fund job, is there any  
5 other information you have that forms the basis of your  
6 claim against Mr. Nagle for discrimination?

7 A. Not that I can think of at this time.

8 MR. BANKS: Off the record for a  
9 second.

10 THE VIDEO SPECIALIST: Off the  
11 video. 3:09.

12 (Whereupon, a discussion was held  
13 off the record.)

14 MR. BANKS: We are going to  
15 adjourn the deposition for today.

16 Mr. Epstein and I will confer about a  
17 mutually agreeable time to resume the  
18 deposition.

19 He's endeavoring to get us some  
20 discovery responses and documents. And as  
21 soon as we get those, we will talk and find  
22 a date that works for everybody.

23 MR. EPSTEIN: Michael, in that  
24 regard, I have no objection of telling you

1 job if you protested Mr. Robins' refusal to show you  
2 that evaluation?

3 A. As I said before, it was the way that he said it  
4 to me that all I needed to know was that I was getting  
5 this bonus. That was it.

6 Q. But you said before --

7 A. He was very --

8 Q. I'm sorry. Go ahead.

9 A. He was very, very -- just -- he was upset at the  
10 fact that he had to get involved in a situation where I  
11 had already felt that Lori was treating me unfairly.  
12 And when he got Lori's evaluation, he said this was --  
13 that this is unfair.

14 He never showed it to me. He told me it was  
15 unfair. He was going to redo it himself. And he said  
16 that, you know, this will be your bonus.

17 And I said -- and he -- and at that point,  
18 he doubled my bonus. It went from -- he said, I was  
19 only going to give you 5,000, but I'm going to give you  
20 10.

21 Q. I think you said before, though, that up through  
22 at least the September 29, 1999 time frame, you felt  
23 that Mr. Robins had a very positive view of your  
24 performance?

1 A. He did.

2 Q. And that he had been fair to you?

3 A. Yes.

4 Q. Well, if he had been fair to you and had a  
5 positive view of your performance, can you think of any  
6 reason why he would have been reluctant to show you  
7 your evaluation?

8 A. I have no idea why he was. All I know is that he  
9 was not happy at the time.

10 When I asked if I could have a copy of it,  
11 that is exactly what he responded to me, is what I told  
12 you.

13 Q. And you got a sense he was unhappy with you?

14 A. No. He was just unhappy with the situation.

15 Kevin does not like confrontation at all.  
16 And he just became very, very frustrated with the whole  
17 situation.

18 I mean, if there is a copy in my file,  
19 you'll see it doesn't have my signature, because I  
20 never saw it.

21 Q. Other than Mr. Robins' tone, is there anything  
22 else that led you to believe that if you protested or  
23 tried to see your evaluation, that you might lose your  
24 job?

1 A. At the very least, I felt that I -- he would not  
2 be happy with me. And I did not want that.

3 Q. Is there anything, though, other than the tone  
4 that he displayed with you, that led you to believe  
5 that you might lose your job if you pursued attempts to  
6 see any evaluation by Mr. Robins?

7 A. No. Nothing other than his demeanor.

8 Q. And there was nothing else that had happened up  
9 to that point in your interaction with Mr. Robins that  
10 led you to believe that he was critical of you or that  
11 he had a negative view of you?

12 A. No.

13 Q. Nothing you heard about him up to that point,  
14 that made you concerned about him either; is that  
15 right?

16 A. No.

17 Q. That's not right or --

18 A. I'm sorry. No.

19 Q. My question was bad. Let me try to rephrase it.

20 A. Uh-huh.

21 Q. Had you heard anything up that point, that is, up  
22 to the point you and he talked about your 1999  
23 evaluation, that led you to believe that Mr. Robins had  
24 a negative view of you or might be unfair in his

1 treatment of you?

2 A. No.

3 Q. Can we go back to this e-mail that Mr. Cipperman  
4 sent that's in D-2?

5 A. Uh-huh, sure.

6 Q. I think you said that in the first sentence of  
7 this e-mail, you objected to Mr. Cipperman suggesting  
8 that the policy was set just by you; is that right?

9 The end of the first sentence.

10 A. Yes.

11 Q. If Mr. Cipperman had worded this e-mail by  
12 putting a period after the word "group" in the first  
13 line, and deleting the rest of that first sentence so  
14 that the first sentence would read, "I think we should  
15 discuss the handling of employment matters as a group,"  
16 and then continuing with the rest of the e-mail --

17 A. Well --

18 Q. -- would you have found that inappropriate or  
19 offensive?

20 A. Well, let me just say this, Mr. Banks, so that  
21 you understand the whole context of this, is that Todd,  
22 Mr. Cipperman, if you will look at the -- okay -- the  
23 second sentence, "Certain business people may go to  
24 their usual lawyer manager with problems of an

# EXHIBIT D

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

S. COURTNEY E. COLLIER,

Plaintiff,

v.

Civil Action No. 02-3574

SEI INVESTMENTS COMPANY, TODD  
CIPPERMAN, EDWARD LOUGHIN,  
RICHARD LIEB, KEVIN JOHNSTON,  
KEVIN ROBINS and MARK NAGLE,

Defendants.

**DEFENDANTS' FIRST REQUESTS FOR ADMISSIONS  
DIRECTED TO PLAINTIFF S. COURTNEY E. COLLIER**

Defendants SEI Investments Company ("SEI"), Todd Cipperman, Edward Loughlin, Richard Lieb, Kevin Johnston, Kevin Robins and Mark Nagle (collectively "Defendants") through their undersigned attorneys and pursuant to Federal Rule of Civil Procedure 36, hereby request that Plaintiff S. Courtney E. Collier ("Plaintiff") admit the matters set forth in the following Requests for Admissions within thirty (30) days of the date of service hereof.

Each matter set forth as a Request for Admission shall be deemed admitted unless Plaintiff serves an answer or objection, signed by Plaintiff or her attorney, upon Defendants in accordance with the Federal Rules of Civil Procedure.

**DEFINITIONS**

- A. "You" or "your" refers to Plaintiff S. Courtney E. Collier.
- B. The term "Defendants" refers to SEI Investments Company, Todd Cipperman, Edward Loughlin, Richard Lieb, Kevin Johnston, Kevin Robins and Mark Nagle.

**INSTRUCTIONS**

You must set forth either an answer or an objection to each Request for Admission. If you object to a Request, you must state the reasons for your objection. You may not object to any request solely on the ground that the matter presents a genuine issue for trial.

In your answer, you must either admit or deny the matter set forth in the requested admission. If you deny a matter set forth in one of these Requests, your denial must fairly meet the substance of the requested admission. If you cannot truthfully admit or deny the matter, your answer must set forth in detail the reasons why you cannot do so. You may not give lack of information or knowledge as a reason for your failure to admit or deny, unless you have conducted a reasonable inquiry into all information readily available to or obtainable by you and that information is insufficient to enable you to admit or deny the matter.

**REQUESTS FOR ADMISSIONS**

1. When Plaintiff was hired as a full time employee at SEI she was paid an annual salary of \$75,000.
2. Plaintiff's salary during her employment with SEI was appropriate, in light of her skills and prior experience.
3. Plaintiff's salary during her employment with SEI was more than her salary in any position that she held prior to becoming an SEI employee.
4. Plaintiff was criticized by her supervisors about job performance before she began to report to Defendant Cipperman.
5. During the period of time when Plaintiff was employed in SEI's legal department, Plaintiff failed to perform her duties satisfactorily as an SEI attorney.
6. During her employment at SEI, Plaintiff never heard any SEI employee make any racially derogatory comments.
7. During her employment at SEI, Plaintiff never heard any SEI employee make any derogatory comments about women.

8. Prior to July 2000, Plaintiff did not complain to a superior or a person in a position of authority at SEI that she had been subjected to discrimination on the basis of her race and/or gender.

9. Upon receiving a complaint of alleged discrimination from Plaintiff in July 2000, SEI promptly initiated an investigation of Plaintiff's complaints.

10. SEI took reasonable steps to investigate and resolve Plaintiff's complaints of alleged discrimination.

11. Plaintiff submitted a written summary of her complaints regarding alleged discrimination on July 22, 2000.

12. Prior to her transfer to the position of Vendor Manager on July 18, 2000, Plaintiff had told SEI representatives that she no longer wanted to work in SEI's legal department.

13. Plaintiff's salary remained the same when she was transferred outside of the Legal Department to a position as a Vendor Manager.

14. Plaintiff's fringe benefits remained the same when she was transferred outside of the Legal Department to a position as a Vendor Manager.

15. Plaintiff's transfer to the position of Vendor Manager was not a demotion.

16. Plaintiff was never offered a position with SEI in France.

17. Plaintiff was told prior to June 2000 that she was not going to be transferred to a position in France.

18. Alice Lindenauer was qualified for the position of Workforce Development Director.

19. Plaintiff's qualifications for the position of Workforce Development Director were not superior to those of Alice Lindenauer.

20. At the time that Plaintiff applied for the position of Head of Operations for Mutual Fund Services, Plaintiff lacked experience and background working in that segment of SEI's business for the position.

21. James Foggo was qualified for the position of Head of Operations for Mutual Fund Services.

22. Plaintiff's qualifications for the position of Head of Operations for Mutual Fund Services were not superior to those of James Foggo.

23. In January 2000, Plaintiff was not qualified for the position of General Counsel at SEI.

24. Prior to January 2000, Plaintiff did not apply, or ask to be considered for, the position of General Counsel at SEI.

25. In January 2000, Todd Cipperman was qualified for the position of General Counsel.

26. In January 2000, Plaintiff's qualifications for the position of General Counsel were not superior to those of Defendant Cipperman.

27. In January 2001, Plaintiff's qualifications for the position of General Counsel were not superior to those of Defendant Cipperman.

28. Plaintiff did apply, or ask to be considered for, the position obtained by Kevin Robins in SEI's Family Wealth Unit.

29. Plaintiff's qualifications for the position obtained by Defendant Robins in SEI's Family Wealth Unit were not superior to those of Defendant Robins.

30. Plaintiff's employment with SEI was terminated as part of a reduction in force, which included the elimination of her entire department.

  
MICHAEL L. BANKS  
JENNIFER CALABRESE BELL  
MORGAN, LEWIS & BOCKIUS LLP  
1701 Market Street  
Philadelphia, PA 19103-2921  
215.963.5387/5186

DATED: March 19, 2003

**CERTIFICATE OF SERVICE**

I, Jennifer Calabrese Bell, hereby certify that a true and correct copy of Defendants' First Requests for Admissions Directed to Plaintiff S. Courtney E. Collier has been served via hand delivery, this 19th day of March, 2003, upon the following:

Alan B. Epstein, Esquire  
Seven Penn Center  
1635 Market Street, 7<sup>th</sup> Floor  
Philadelphia, PA 19103

  
\_\_\_\_\_  
Jennifer Calabrese Bell

Date: March 19, 2003

# **EXHIBIT E**

**From:** Collier, Courtney E.  
**Sent:** Wednesday, July 12, 2000 12:39 PM  
**To:** Johnston, Kevin B.  
**Cc:** Robins, Kevin P.  
**Subject:** complaint  
  
**Importance:** High

Kevin :

On June 20, 2000 I lodged, for the second time (The 1st was when Todd accused me among other things of not properly informing John Kirk of the risks of firing M.Frey, which wasn't true and you confirmed that. The 3rd was on 7/7/00), a verbal complaint with you regarding unfair treatment of myself by my supervisor, Todd Cipperman. I believe the treatment was discriminatory, based on race and gender. I do not make such serious allegations lightly. Coming to this conclusion was very painful for me, because I would like to believe that my opportunities for success do not depend on my physical attributes. And, I would like to believe that my success or failure with any company depends on what I am willing to put into my job and not something as arbitrary and out of my control as race or gender. That's what I wanted to believe. That's what I still want to believe. I am putting this in writing now for no other reason than to ensure that everyone is clear that I feel that this situation is very serious. Please do not read more into it than that.

As I have expressed to you on many occasions in the past, I wish very much to continue to work with you and Kevin Robins to come to an amicable resolution of the issues involved. You also know that I wish to remain at SEI, just in another position. As, you and Kevin know I have applied for a position for which I very much hope to be chosen. I would appreciate the active support of both Todd and Kevin Robins in this process. As I stated to you yesterday, since Todd has offered to do whatever he can to help me obtain another position within the Company, I would very much appreciate a letter of recommendation from him to the selection committee (or whoever the appropriate individual is). I know that others who were similarly situated were assisted in obtaining positions for which they applied. I would just like the same consideration. This should not be a problem since everyone (You, Kevin Robins and Todd) seems to really want to help me in obtaining a new position.

If anyone has any trepidation about recommending me for whatever reason, I am more than willing to sit down with them and try to eliminate any doubt that I am qualified for the position and would work hard and in the best interest of the Company.

Thank you,

Courtney  
*S. Courtney E. Collier*  
 Legal Department  
 SEI Investments  
 (610) 676-1839

# **EXHIBIT F**

1 about, you talked in terms of white  
2 papers, what else?

3 A. (Pause.)

4 Q. When you talked to her after  
5 she was in the vendor manager position  
6 you said you spoke on the telephone.

7 A. No, we spoke on the  
8 telephone --

9 Q. The second time?

10 A. Courtney -- Courtney and I  
11 met, she related to me that Todd was  
12 treating her unfairly.

13 Q. Right, that was the first  
14 time. The second time you talked on the  
15 telephone.

16 A. During the course of that  
17 first conversation Courtney relays to me  
18 that she wanted to move out of the legal  
19 department and I indicate to her that I  
20 would think about what positions within  
21 operations I thought would be appropriate  
22 for her. The second conversation was me  
23 relying to her two positions that I think  
24 she should consider.

1 Q. In the white pages. The  
2 white pages lists your name and your  
3 group. Is there a group known as  
4 consultant --

5 MS. BELL: Object to the  
6 form.

7 MR. EPSTEIN: -- at SEI?

8 THE WITNESS: I'm sorry,  
9 say that again.

10 BY MR. EPSTEIN:

11 Q. Is there a group designated  
12 as quote, consultant, unquote, SEI?

13 A. No, not that I'm aware of.

14 Q. Was it ever brought to your  
15 attention that Courtney was listed as a  
16 consultant in the SEI white pages?

17 A. I don't recall.

18 Q. Now, the affidavit that was  
19 presented to me this morning indicates  
20 that you in April of 2002 were involved  
21 in the decision to dissolve the vendor  
22 management team in the mutual funds  
23 operation area; is that correct?

24 A. Yes.

1 Q. What was your job at that  
2 time?

3 A. Head of operations for SEI.

4 Q. That's for all operations  
5 not just the mutual fund group?

6 A. Yes, yes.

7 Q. Did the operations within  
8 the mutual fund group come under your  
9 control as head of operations?

10 A. Yes.

11 Q. And were there layoffs in  
12 April of 2002 other than the vendor  
13 management team?

14 A. Yes.

15 Q. Do you know how extensive  
16 they were?

17 A. Not specifically.

18 Q. It was related to us that  
19 there was somewhere between a dozen to  
20 two dozen people laid off at SEI at that  
21 time.

22 MS. BELL: Object to the  
23 form.

24 BY MR. EPSTEIN:

1 Q. Does that help at all in  
2 refreshing your recollection as to how  
3 many people were laid off?

4 A. Again, throughout the  
5 company that probably is right at that  
6 time. There had been several waves  
7 before and there have been several waves  
8 since. That's probably right at that  
9 time.

10 Q. With regard to the vendor  
11 management team, were any of those people  
12 given notification prior to the time that  
13 they were terminated that they would be  
14 terminated so they could look for other  
15 positions?

16 A. Prior to the decision to  
17 terminate?

18 Q. Right.

19 A. I'm not aware of any  
20 communications that took place prior to  
21 the decision.

22 Q. Did you have any  
23 conversations with Courtney or with Karen  
24 regarding the dissolution of the vendor

1 management team?

2 A. No.

3 Q. Is the function that they  
4 served, vendor management, being carried  
5 out by someone?

6 A. Not a specific function, no.

7 Q. Not as a specific job. Is  
8 somebody engaging in some form of  
9 oversight as to the vendors that are  
10 supplying either services or materials to  
11 SEI?

12 A. I can only speak to what  
13 we're doing in operations.

14 Q. Okay, what are you doing in  
15 operations?

16 A. We have distributed those  
17 functions out to the managers who  
18 interact with the vendors directly.

19 Q. Do you know how those  
20 managers are carrying out those  
21 responsibilities?

22 A. We're in the process of  
23 defining how we're going to do that right  
24 now. So no, they're not -- I can't speak

1 to specifically what we're doing, we're  
2 sorting it out.

3 Q. In mutual funds who are the  
4 vendors that supplied either services or  
5 goods to SEI?

6 A. There are many of them.

7 Q. Give me some categories?

8 A. Transfer agents, custodians,  
9 law firms -- I'm sorry, accounting firms,  
10 technology providers. And then there are  
11 a host of ones that are not terribly  
12 strategic, we buy paper, we do all sorts  
13 of things.

14 Q. Those are the strategic  
15 people that you spend the most money on  
16 in the terms of services?

17 A. Yes. Yes.

18 Q. At the present time is there  
19 any individual who is responsible for  
20 overseeing the utilization of transfer  
21 agents?

22 A. No.

23 Q. You don't do any of your own  
24 internal transfer work at SEI, do you?

1           A.       Our accounts payable group  
2 pays the bills.

3           Q.       Pays the bills.

4           A.       Contracts are -- I don't  
5 know that we've negotiated, had to  
6 negotiate a contract since. So there's  
7 no specific individual responsible for  
8 managing the transfer agents right now.

9           Q.       How many people were  
10 eliminated from your operations group in  
11 August of 2002?

12          A.       My recollection is it was  
13 five or six throughout operations.

14          Q.       Do you have any  
15 documentation in which you provided an  
16 insight as to your decision to eliminate  
17 the vendor management support group?

18          A.       No.

19          Q.       Did you do any analysis in  
20 terms of its impact on SEI or what cost  
21 savings would be affected by the  
22 elimination of that particular group?

23          A.       We did not document any of  
24 that analysis.

1 Q. Did you have discussions  
2 with anyone regarding the decision to  
3 eliminate the vendor manager support  
4 group?

5 A. Yes.

6 Q. With whom?

7 A. Jim Foggo, Marie Reinhart  
8 and Mike Dwyer.

9 Q. And Mike who?

10 A. Dwyer.

11 Q. Did you have conversations  
12 with anybody outside of your group  
13 regarding the decision to eliminate the  
14 vendor manager support group?

15 A. Mike Dwyer is outside my  
16 group.

17 Q. Who is Mike Dwyer?

18 A. Mike Dwyer was head of the  
19 mutual fund product organization.

20 Q. Anyone outside of those  
21 individuals?

22 A. No.

23 Q. Did you have any  
24 conversations in this regard with Rick

# EXHIBIT G

1 BY MR. EPSTEIN:

2 Q. Always. I do not want to  
3 hear any discussions you had with counsel  
4 or the tenor of those things. If my  
5 question calls for a response that would  
6 require you to either directly or  
7 indirectly disclose it, please do not.

8 A. Could you repeat the  
9 question then.

10 Q. Did you have a discussion  
11 with anybody regarding Courtney's leaving  
12 the Legal Team other than counsel who is  
13 sitting with you today?

14 A. After the meeting with the  
15 psychologist.

16 Q. After the meeting with the  
17 psychologist?

18 A. Yes.

19 Q. With whom?

20 A. I discussed it with Kevin  
21 Johnston. I discussed it with Kate  
22 Stanton.

23 Q. Who suggested Courtney's  
24 leaving the Legal Team? You or Kevin

1 Johnston or Kate Stanton or anyone else?

2 A. I don't recall whether it  
3 was Kevin Johnston that first raised it  
4 or myself.

5 Q. Why was it decided that  
6 Courtney would leave the Legal Team?  
7 What was discussed that led you all to  
8 believe that that was necessary?

9 A. I believe it was Kevin  
10 Johnston who informed me, although I  
11 can't be sure at this point, that  
12 Courtney had indicated that she would not  
13 work for me. Given that I was the head  
14 of the legal department, that really left  
15 us no alternative but to find another  
16 place for her in the organization or to  
17 sever the relationship with the  
18 organization.

19 Q. You didn't hear Courtney say  
20 that. This is what you heard from Kevin  
21 Johnston?

22 A. I think it was Kevin  
23 Johnston. I can't be sure at this point.  
24 But that was who I was operating under.

1                   Q.     Was there any consideration  
2 given to assigning Courtney a role, legal  
3 in context, that would not require her to  
4 directly report to you?

5                   A.     Could you repeat the  
6 question.

7                   Q.     Was there any consideration  
8 when you decided to move her, to move her  
9 to a position where she would still be  
10 acting as a lawyer but not reporting  
11 directly to you?

12                  A.     I think there was some  
13 consideration for that, but not a -- it  
14 was not considered, I would say,  
15 significantly.

16                  Q.     She was moved or reassigned  
17 to a position of vendor manager. Who  
18 decided that that would be the role that  
19 she would take? Was that you, Mr.  
20 Johnston, Miss Stanton or someone else?

21                  A.     I would say it was a  
22 combination of myself, Kevin Johnston and  
23 Kate Stanton.

24                  Q.     Am I correct in stating that

1 discharged in April of 2002?

2 A. I believe it was several  
3 dozen. I don't know the exact number.

4 Q. How many persons are  
5 employed or were employed at that time in  
6 approximately a year ago by SEI?

7 MR. BANKS: A year ago  
8 today.

9 MR. EPSTEIN: Worldwide.

10 MR. BANKS: A year ago  
11 today.

12 MR. EPSTEIN: Yes.

13 Approximately a year ago today.

14 THE WITNESS: It was between  
15 1,500 and 2,000. I don't know the  
16 exact number.

17 BY MR. EPSTEIN:

18 Q. Am I correct in stating that  
19 approximately one to two percent of SEI's  
20 work force then was being reduced?

21 MR. BANKS: At what time?

22 BY MR. EPSTEIN:

23 Q. In April of 2002.

24 A. Yes, but I would have to

# EXHIBIT H

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

S. COURTNEY E. COLLIER,

Plaintiff,

v.

Civil Action No. 02-3574

SEI INVESTMENTS COMPANY, TODD  
CIPPERMAN, EDWARD LOUGHLIN,  
RICHARD LIEB, KEVIN JOHNSTON,  
KEVIN ROBINS and MARK NAGLE,

Defendants.

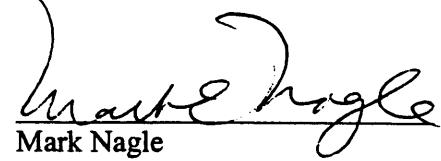
**DECLARATION OF MARK NAGLE**

1. I am employed by SEI Investments Company as Senior Vice President, Mutual Funds Sales and Services, and have been employed in that capacity during all periods relevant to the following declaration.
2. In September 2000, I oversaw the hiring for the position of Head of Operations, Mutual Funds.
3. In connection with that hiring process, I reviewed applications and interviewed several individuals.
4. I determined that James Foggo was best qualified for the position on the basis of Mr. Foggo's extensive experience in working with SEI's Mutual Funds groups while he was employed in SEI's Legal department. In addition, Mr. Foggo had significant mutual funds related experience prior to his employment with SEI. My decision to choose Mr. Foggo for the Head of Operations position was made solely on the basis of Mr. Foggo's superior qualifications.

5. In April 2002, I participated in decisionmaking regarding a reduction in force at SEI. Specifically, I made decisions regarding cost reduction measures in the Mutual Funds Sales and Services Group.

6. I made the decision that the Vendor Manager Support Group should be eliminated as part of these cost reduction measures. My decision to eliminate the Vendor Management Support Group was made solely on the basis of economic considerations relating to the group. This decision was made without regard to Courtney Collier's race, gender or prior internal complaint of discrimination.

Executed on May 19, 2003

  
Mark Nagle

**CERTIFICATE OF SERVICE**

I, Jennifer Calabrese Bell, hereby certify that a true and correct copy of Defendants' Reply Memorandum In Support Of Defendants' Motion for Summary Judgment has been served via hand delivery, this 18th day of June, 2003, upon the following:

Alan B. Epstein, Esquire  
Seven Penn Center  
1635 Market Street, 7<sup>th</sup> Floor  
Philadelphia, PA 19103

  
\_\_\_\_\_  
Jennifer Calabrese Bell

Date: June 18, 2003